



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

Application Development and Support

CATS TORFP PROJECT NUMBER ADPICS# M00P7201958

**Maryland Department of Health & Mental Hygiene
Information Resources Management Administration**

ISSUE DATE: August 31, 2006

Amended Date: September 5, 2006

TABLE OF CONTENTS

NOTICE TO MASTER CONTRACTORS..... 5

SECTION 1 - ADMINISTRATIVE INFORMATION 6

 1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT..... 6

 1.2 TO AGREEMENT..... 6

 1.3 TO PROPOSAL SUBMISSIONS..... 6

 1.4 EMARYLANDMARKETPLACE FEE..... 6

 1.5 CONFLICT OF INTEREST 6

 1.6 NON-DISCLOSURE AGREEMENT 7

 1.7 LIMITATION OF LIABILITY CEILING..... 7

SECTION 2 – SCOPE OF WORK 8

 2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES 8

 2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES 8

 2.3 TO MANAGEMENT 9

 2.4 PERFORMANCE EVALUATION AND STANDARDS..... 9

 2.5 MITIGATION PROCEDURES..... 9

 2.6 WORK HOURS..... 9

 2.7 DELIVERABLES..... 9

 2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES 10

 2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND
 CERTIFICATIONS..... 10

 2.10 TO CONTRACTOR EXPERTISE REQUIRED 11

 2.11 SUBSTITUTION OF PERSONNEL..... 11

 2.12 NON-PERFORMANCE OF PERSONNEL 11

 2.13 INVOICING 11

 2.14 CHANGE ORDERS 12

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS 13

 3.1 REQUIRED RESPONSE 13

 3.2 FORMAT..... 13

SECTION 4 - PROCEDURE FOR AWARDDING A TO AGREEMENT 15

 4.1 EVALUATION CRITERIA 15

 4.2 TECHNICAL CRITERIA..... 15

 4.3 SELECTION PROCEDURES..... 15

 4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT 15

ATTACHMENT 1 - PRICE PROPOSAL..... 16

ATTACHMENT 2 - TASK ORDER AGREEMENT 17

ATTACHMENT 3 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE ... 20

**ATTACHMENT 4 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
..... 21**

ATTACHMENT 5 - ACCEPTANCE OF DELIVERABLE FORM 23

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR) 24

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR) 25

**ATTACHMENT 8 – DHMH SECURITY AND PRIVACY POLICIES AND
COMBINED ACKNOWLEDGEMENT FORM..... 31**

KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP NAME:	Application Development and Support
FUNCTIONAL AREA:	FA5 - Software Engineering
TORFP ISSUE DATE:	August 31, 2006 - Amended September 5, 2006
Closing Date and Time:	September 27, 2006 at 4:00 PM
TORFP Issuing Office:	Maryland Department of Health & Mental Hygiene Information Resources Management Administration
Questions and Proposals are to be sent to the TO Procurement Officer:	LeZena Morris Office Phone Number: 410-767-5794 Office FAX Number: 410-333-5958 lmorris@dhmh.state.md.us
TO Contract Manager:	Phil Hemler Office Phone Number:410-767-6981 Office FAX Number: 410-333-7545 hemlerp@dhmh.state.md.us
TO Manager:	Phil Hemler Office Phone Number:410-767-6981 Office FAX Number: 410-333-7545 hemlerp@dhmh.state.md.us
Project Number:	ADPICS PO#: M00P7201958
TO Type:	Time and Materials
Period of Performance:	1 year w/2 one year renewal options
MBE Goal:	0%
Primary Place of Performance:	201 West Preston St. Room 401 Baltimore, MD 21201
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	September 13, 2006 Department of Health and Mental Hygiene 201 W. Preston Street Baltimore, MD 21201 Room: Lobby Level L-1 1:00 PM – 3:00 PM

NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to the TO Procurement Officer, LeZena Morris. If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title: Application Development and Support
TORFP No.: M00P7201958

1. If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the TORFP is not something we ordinarily provide.
- We are inexperienced in the services required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of a Task Order Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
- TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE requirements. (Explain in REMARKS section.)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule too slow.
-

Other: _____.

2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks:

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ email _____

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.14 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DHMH e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #M00P7201958. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # M00P7201958. Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # M00P7201958. Financial".

1.4 MARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a

determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at IRMA One Orchard Road, Glen Burnie, Maryland 21060. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Department of Health and Mental Hygiene (DHMH) is issuing this CATS TORFP to obtain a resource to work with the Information Resources Management Administration (IRMA) Staff to provide Application Software development and support for a web-based system that is in development. This is major redevelopment of the system(s) used by the various divisions under the DHMH Office of Food Protection and Consumer Health Services (OFPCHS). These divisions include Milk Control, Food Control, Community Services, Permits & Licensing and Food Security.

2.1.2 REQUESTING AGENCY BACKGROUND

The primary mission of the DHMH is to protect the public's health. To achieve this goal, DHMH conducts core public health programs that rely on a number of secure, Internet-accessible automated systems that are deployed statewide. In conducting its legally mandated public health activities, these systems collect, transmit and store considerable amounts of regulatory and personal health information that must be protected. As a department, DHMH is heavily invested in hardware, staff training, and experience to develop and support complex multi-tier software applications for public health purposes.

2.1.3 PROJECT BACKGROUND

The DHMH Office of Food Protection and Community Health Services (OFPCHS) is legally mandated to conduct inspection, sampling, licensing and permitting activities to regulate a number of statewide industries including food processing; milk production, transport and processing; youth camps; migrant labor camps; public swimming pools; and bedding and upholstery. These activities are supported by an antiquated, DOS-based computer system that has become unstable, unreliable and ill suited to meet the growing information needs of the OFPCHS and Federal regulators who review their work. DHMH is currently developing a robust, web-based replacement system using in-house staff; however, the instability of the legacy system and the critical nature of these regulatory activities require that application development be accelerated.

2.1.4 OBJECTIVES

The objective of this CATS TORFP is to obtain the services of one (1) qualified individual to provide web-based Application Software development services for the new Licensing and Inspection program for the OFPCHS.

2.2 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

2.2.1

Work to be accomplished by the TO Contractor personnel under this TORFP shall consist of the following:

- Providing application development, database administration and web-based expertise and advice to IRMA staff and DHMH;
- Performing software (application & database) development, modifications, testing, and implementation;
- Preparing documentation to describe new or changed processes;
- Providing ad hoc assistance to the clients; and
- Providing troubleshooting support for the OFPCHS.

2.3 TO MANAGEMENT

The DHMH manager of Application Development shall act as the TO Manager for this TORFP. The TO Manager will assign and track tasks to TO Contractor staff and monitor the work being performed. Through the monthly accounting of hours deliverable for work types, the Manager will be able to reconcile the work to the hours using DHMH-provided project management tools.

2.4 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on at least a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B.

2.5 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C, prior to requesting that the TO Contractor provide a replacement employee.

2.6 WORK HOURS

The TO Contractor's assigned personnel working at the State facility shall mostly work an 8 hour day during normal business workdays between the hours of 8:00 a.m. and 5:30 p.m., local time, Monday through Friday except for State holidays.

There may be some instances that the Contractor personnel shall need to work beyond these hours or on the weekends. Resource time may be split (as needed) between the base office at the DHMH IRMA headquarters at 201 West Preston St. in Baltimore City and the Office of Food Protection and Consumer Health Services at 6 Saint Paul St. in Baltimore City.

2.7 DELIVERABLES

Deliverables will be as follows:

A. Personnel

The TO Contractor shall be responsible for providing, on a continual basis for all assigned tasks, the personnel required in this TORFP within the timeframe required as specified by the TO Manager.

B. Monthly Status Report

Contractor personnel shall submit monthly status reports to the TO Manager. The

status reports shall be submitted on or before the fifteenth day of the month following the reporting period and shall contain, as a minimum, the following information:

- (a) Work accomplished during the reporting period via hours entered against tasks with DHMH-provided project management tools, to be used for updating work plans;
- (b) Planned activities for the next reporting period via new tasks, to be used for updating work plans with DHMH-provided project management tools; and
- (c) A time report of the hours worked by each of the Contractor personnel.

2.8 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall obtain a Criminal Justice Information System (CJIS) State and Federal criminal background check, including fingerprinting, for each individual performing services under this TORFP.

2.9 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

One individual with: At least 6 years web application development experience is required.

At least 3 years hands on experience and knowledge of the .NET Architecture to include the following:

- ASP.Net
- VB.NET
- Visual Studio .Net
 - Note: Hands on experience with Visual Studio 2005 is mandatory and it will be used for the development of this project
- JavaScript
- STYLE SHEETS
- XML

Minimum of 3 years hands on experience with the following:

- Microsoft SQL Server
 - Note: Hands on experience with Microsoft SQL Server 2005 is mandatory and it is the database for this project
- Crystal Reports version 9/10
- IIS
- Windows 2003 Web Server
- SQL
- PL/SQL

The individual provided for Application Support shall:

- Have fulltime experience, within the last year, in the analysis of business problems;
- Be able to technically document work requirements and test plans; and
- Have good oral and written communication skills

2.10 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services.

2.11 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.12 NON-PERFORMANCE OF PERSONNEL

In the event that IRMA is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.13 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the monthly status reports (Deliverable 2.7 B). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted.

On-call hours would be billed based on actual time worked.

2.13.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify DHMH IRMA, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to DHMH IRMA at the following address:

MD DHMH
201 West Preston St.
Room 414
Baltimore, MD 21201
Attention: Phil Hemler, DP Programmer/Analyst Manager

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DBM and executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

A) Proposed Services

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

B) Proposed Personnel

- 1) Identify and provide resumes for proposed personnel and propose labor category.
- 2) Certification that proposed personnel meets the minimum required qualifications and possesses the required certifications in Section 2.9.
- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.
- 4) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of work assignments that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- a) The State contracting entity,
- b) A brief description of the services/goods provided,
- c) The dollar value of the contract,
- d) The term of the contract,
- e) Whether the contract was terminated prior to the specified original contract termination date,
- f) Whether any available renewal option was not exercised,
- g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

D) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

E) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based.
- B) Completed Financial Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, DHMH IRMA will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- Master Contractor's proposed personnel experience performing the duties and responsibilities required in Section 2.2 and 2.9,
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.9 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # M00P7201958
LABOR CATEGORIES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP)			
Year 1			
Application Development and Support	\$	2080	\$
Year 2 (Optional year)			
Application Development and Support	\$	2080	\$
Year 3 (Optional year)			
Application Development and Support	\$	2080	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. .

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 - Task Order Agreement

CATS TORFP # M00P7201958
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this XX day of Month, 2006 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Health & Mental Hygiene, Information Resources Management Administration.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Information Resources Management Administration, as identified in the CATS TORFP # ADPICS PO # M00P7201958.
 - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO # M00P7201958 , dated MONTH, DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Information Resources Management Administration and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need DHMH address) and whose principal office in Maryland is (need DHMH address)
 - g. “TO Manager” means Phil Hemler of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
- 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
- a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of one year, commencing on the date of Notice to Proceed and terminating on MONTH, DAY, YEAR.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$ total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Tom Reed, Bill Bryant, Information Resources Management Administration – One Orchard Road, Glen Burnie, Maryland 21060.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE,
INFORMATION RESOURCES MANAGEMENT ADMINISTRATION

By: TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 - Conflict Of Interest Affidavit and Disclosure

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 4 - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 4
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Information Resources Management Administration

TORFP Title: Application Development and support

TO Manager: Phil Hemler 410-767-6981

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement # M00P7201958 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 6 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # M00P7201958 for Applications Development and Support. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer DHMH, IRMA on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 7 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Information Resources Management Administration (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Applications Development and Support TORFP No. M00P7201958 dated MONTH, DAY 2006, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel:

Name: _____
 Title: _____
 Date: _____

Information Resources Management Administration:

Name: _____
 Title: _____
 Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION**

**Printed Name and Address
of Employee or Agent**

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT B
PERFORMANCE EVALUATION

DATE:

CATS TORFP PROJECT NUMBER (ADPICS PO NUMBER)

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

Evaluation Criteria	<u>Rating (Last Quarter)</u>	<u>Rating (This Quarter)</u>	<u>Mediation Required (Yes or No)</u>
<u>All tasks for this reporting period were completed efficiently.</u>			
<u>Accuracy of work completed (no bugs in code and “dead” code removed)</u>			
<u>Lateness / Punctuality</u>			
<u>Overall satisfaction with Contractor Performance this period.</u>			
<u>Invoices delivered in timely fashion</u>			
<u>Accuracy of Invoices submitted</u>			

Rating

3. Exceeded the customer expectation
2. Met the customers expectation
1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

EXHIBIT C
MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

CATS TORFP PROJECT NUMBER M00P7201958

To: TO Contractor

From: TO Manager

SUBJECT Initiation of Mitigation
Or
Request for Replacement Resource

The purpose of this letter is to inform you that DHMH / IRMA has:

___ initiated the mitigation process for a contractor resource

___ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem

Customer will provide a description of the problem.

Mitigation steps where applicable

Customer and contractor personnel / contractor will outline the steps to be taken to resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will be applied. The contractor shall provide another resource at this time.

Customer Resolution Date:

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by this date the customer make elect to extend the mitigation period or request a new resource from the contractor.

**ATTACHMENT 8 – DHMH SECURITY AND PRIVACY POLICIES AND COMBINED
ACKNOWLEDGEMENT FORM**

**POLICY ON THE USE OF
DHMH ELECTRONIC INFORMATION SYSTEMS (EIS)
SHORT TITLE: [EIS POLICY](#)**

I. EXECUTIVE SUMMARY

The Electronic Information System (EIS) Policy is the basic document for guiding employees of the Department of Health and Mental Hygiene (DHMH) in the appropriate use of communications technology for business operations. The policy addresses the DHMH Electronic Information Systems that encompass:

- Telecommunications** -including telephones, facsimile (fax), and voice mail.
- Computer systems** -including software, hardware, networks with their storage and communications capacity.
- Internet and intranet** -including access and use.

The Department's communications with the public need to engender a sense of trust in DHMH and State government. All DHMH employees must be able to work with both electronic and paper-based systems and to handle a variety of data, records, documentation, and information, hereafter referred to generally as information. Regardless of how information is obtained, created, or used during job performance, it must be handled with appropriate security, as established by either (1) DHMH policy; or (2) more restrictive, applicable, federal/state laws, regulations, policies, or procedures.

The EIS Policy is intended to clarify the responsibilities of employees as well as to protect the interests of the Department and health consumers through the appropriate use of information systems. The policy notes that DHMH has a proprietary interest in (1) maintaining the integrity of its State-owned systems, software, related data, information; and (2) controlling the access to and use of its systems, software, and related data/information. It restricts employees from using encryption methods (which could disguise a prohibited use) without formal permission. It further limits the use of these systems for activities that are not business related.

DHMH POLICY 02.01.01 [EIS POLICY](#)

Cross-reference: Deputy Secretary for Operations- Information Resources Management Administration DHMH 02.01.01, EIS Policy, is effective December 1, 2001.

This policy supersedes Policy 02.01.01, version of June 5, 1998. [Page 2 of 10](#)

Employees are directed to comply with IRMA Data Remanence Protocol requirements. Although files, data, or messages may appear to be "deleted" from the system, employees should be aware that procedures by DHMH to guard against data loss may preserve these items, and such deletion may not ensure confidentiality of the files, data, or messages.

The policy requires that employees abstain from illegal, unethical, or other prohibited use of these systems including fraudulent, harassing, threatening, discriminatory, racist, hate-based, lewd, sexually explicit or otherwise disruptive communications, the playing of electronic computer games, and the request for or sharing of said information inappropriate in the business place.

Additionally, the EIS policy states that communications using electronic mail (e-mail), intranet and internet connections, may be monitored, and employees cannot expect privacy using these means of communications. Employees are required to read the EIS Policy, the

Software Copyright Policy, and the Information Assurance Policy, and sign the applicable sections of the Combined Policy Acknowledgment Form. The signed form shall be kept in the employee's DHMH personnel file.

II. BACKGROUND

This policy has been necessitated by the rapidly growing access to and use of email, the internet, and intranet throughout DHMH. Producing, exchanging and retrieving information using electronic information systems presents a valuable opportunity for DHMH and the citizens of Maryland. DHMH recognizes and supports these communication channels and methods as "best business practices", except where more traditional modes of communication would be more appropriate.

Employees are encouraged to use these electronic information systems, but are hereby advised that this use extends important responsibilities to the user. Employees of DHMH are expected to exhibit the same high level of ethical and business standards when using the electronic information systems as they do with the more traditional communication resources, and in their face-to-face business relationships.

This document endeavors to serve the Department's immediate EIS policy needs, and it shall be reviewed and revised in coordination with the Maryland Health Information Coordinating Council (HICC), annually.

III. POLICY STATEMENTS

A. DEFINITIONS

1. For the purpose of this policy, **employee** shall mean any one who is directly employed by or works for DHMH, whether full-time, part-time, temporary, emergency, contractual, agency, volunteer, or other person who has legal access to DHMH electronic information systems.
2. **Computer** means an electronic, magnetic, optical, or other data processing device or system that performs logical, arithmetic, memory, communications, or information storage, manipulation, and retrieval functions. It includes any data storage or communications facility that is directly related to or operated in conjunction with that device or system.
3. The **internet** can be described as a series of computer networks which provide the combined communication pathways of the telephone, mail, television, and radio. In short, any type of remote communications can be carried out via the internet. The **intranet** is similar to the internet, but can best be described as an "internal Departmental internet" that can only be accessed by authorized users on the local area network (LAN) or wide area network (WAN), or through external arrangements, then referred to as an **extranet**. For the purpose of this policy, internet intranet, or extranet will be considered the same venues, and subsequently referred to as **internet**.

B. GENERAL POLICY

Due to the merging of communications technologies, this policy also addresses, but does not override other more restrictive policies or laws governing the authorized use of telephone, facsimile, and voice mail technologies. Telephones (wired and wireless), facsimile (fax) machines, scanners, computers, computer systems, electronic media equipment (including computer accounts, voicemail, mainframe, midrange, mini, personal and laptop computers, personal digital assistants (PDA's), printers, networks, software, electronic mail or e-mail, internet and World Wide Web access connections, and intranet access and use) in DHMH are provided to DHMH employees for business-related use. Any and all information,

as well as the media, database structure, and architecture transmitted by, received from, or stored therein is the property of DHMH. It is the shared responsibility of employees to use these electronic information systems in an efficient, ethical, and lawful manner.

The use of DHMH electronic information systems is a privilege extended by DHMH that may be withdrawn at any time. An employee's use of computer and related information systems may be suspended immediately upon the discovery of a possible violation of these policies and guidelines. Additionally, Personnel actions, up to and including termination, may result.

C. EMPLOYEE ACKNOWLEDGEMENT

Effective with the approval of the DHMH 02.01.06 Information Assurance Policy (<http://www.dhmf.state.md.us/policies/summary.htm>), all employees are required to complete the applicable sections of the new Combined Policy Acknowledgment Form (<http://www.dhmf.state.md.us/policies/cipaf-4518.pdf>) that acknowledge receipt, review and awareness of IRMA policies, and state that the employee's use of the DHMH electronic information systems constitutes consent to comply with these policies. Annual acknowledgment of the policies will be required, preferably in the presence of the employee's supervisor. Inclusion of the acknowledgement process with the employee's PEP evaluation is suggested.

Technological advances may necessitate policy revisions between annual review cycles, in which case employees with e-mail will be notified electronically, and all others will be notified in writing of such changes. An audit trail that documents receipt of said electronic messages may substitute for an employee's signature when revisions do not coincide with the annual acknowledgment cycle.

D. SPECIFIC EIS POLICY STATEMENTS

1. EIS ARE PROVIDED FOR BUSINESS USE.

Access to EIS resources are provided to DHMH employees for business purposes. Since excessive exchange of messages and files may degrade system speed and efficiency by increasing system traffic and/or taking up memory storage capacity, the use of DHMH electronic information systems for personal purposes, including general announcements, is discouraged and should be limited.

E-mail broadcasts to all DHMH employees result in major system inefficiencies and personnel productivity losses. Employees are specifically prohibited from issuing blanket e-mail broadcasts across the DHMH network unless advanced review and approval by a Facility/ Administration /Program Director is obtained. Management is requested to limit such approvals to messages of an urgent and compelling importance to the Department, where other less immediate forms of communication are not viable.

As an alternative, employees are encouraged to use the DHMH intranet bulletin board, or DHMH "list-servers" where provided to post general information within the Department. Broadcast messages will be monitored. Abuse of electronic information systems privileges may result in disciplinary action up to, and including, termination from State service.

2. NON-BUSINESS USE OF E-MAIL

Fraudulent, harassing, threatening, discriminatory, racist, hate-based, lewd, sexually explicit or otherwise disruptive, inappropriate materials are not to be requested, viewed, transmitted (in any form including encryption or using other deceptive methods), printed, or stored.

"Chain letters," solicitations, and other forms of mass mailings or postings ("spam") are not permitted. As a good business practice, employees should avoid generating, sharing, or replying to non-business related e-mail. Such messages should be deleted. Each employee shall immediately advise his/her supervisor or designee, if inappropriate, harassing, or excessively frivolous, frequent, or erroneous communications are received. If a supervisor is not available, the employee shall contact the Information Resources Management Administration (IRMA) help desk (410 767-6534) for investigation.

3. PASSWORDS

Employees are responsible for protecting their own passwords. Sharing or posting of passwords, user IDs, and account access codes or numbers is not permitted except as noted below. Employees will be held accountable for misuse that occurs through granting such unauthorized access. System generated and other DHMH network passwords are considered to be "on loan," and remain the property of DHMH. Under "best practice" standards, access to confidential or personal data should be limited, using a need to know protocol; however, each operational unit is responsible for insuring adequate emergency system access. No one person within DHMH should be in the position to use password security to prevent or delay business functions. Refusal by an employee to provide computer system access to a system administrator,

Facility/Administration /Program Director, or other authorized employee under standard operations or emergency conditions may result in disciplinary action up to, and including, termination of employment. For more details, see the Information Assurance Policy, DHMH 02.01.06, <http://www.dhmf.state.md.us/policies/summary.htm>).

4. MONITORING

DHMH provides electronic information systems for internal and external business communications and data exchange in order to facilitate business operations. Supervisors may monitor telephone utilization, but may not monitor actual telephone conversations, without written pre-approval of the Attorney General.

Although passwords are required for network access, and recommended for e-mail program access, these systems and other protection schemes cannot guarantee confidentiality. E-mail communication and access may be monitored.

5. ENCRYPTION

Confidential information, which has been authorized for transmission, may not be sent by e-mail unless appropriate technology has been used to encrypt the information.

6. AUTHORIZED ENCRYPTION SCHEMES

In order to maintain and assure access to DHMH data, no employee may use an unauthorized encryption scheme. Each program wishing to employ electronic encryption technology to protect stored, confidential, or sensitive data must maintain, in a secure manner, copies of all encryption keys. IRMA will provide technical guidance for the selection of encryption methodologies.

7. DELIBERATE EIS DAMAGE

Deliberately introducing or using software designed to damage, destroy, corrupt, or impede the DHMH electronic information systems with viruses or other harmful effects, is grounds for termination of employment. Moreover, the employee may be subject to personal liability, as well as civil and criminal penalties that may be provided by law. Employees are required to use DHMH authorized computer-virus detection software when provided.

E. GENERAL INTERNET-INTRANET POLICY STATEMENTS

Even though there is no set of laws regulating the internet, there is an informal code of use called "Netiquette" (Net+Etiquette), which describes what internet users expect from one another while using the internet and World Wide Web. Three primary tenets are:

- (1) Don't break the law;
- (2) Be a good neighbor; and
- (3) Use good judgment.

EIS access accounts are not to be considered personal, private, or confidential. Rather, any mail and/or electronic files identified with an employee account or user ID may be subject to inspection by authorized DHMH personnel. Internet access originating at DHMH is a privilege, extended by DHMH for business use that may be withdrawn at any time. Internet activity may be monitored. Violations of this policy may result in disciplinary action, up to and including termination from State service.

F. SPECIFIC POLICY STATEMENTS FOR INTERNET USE

When using DHMH internet connections (irrespective of the service provider) the employee is a representative of the State of Maryland, Department of Health and Mental Hygiene, in the internet community. Please be aware of the concerns, dangers, and prohibitions associated with the following actions.

1. IRRESPONSIBLE USE OF EIS RESOURCES

Since capacity of the internal electronic information systems network is limited, large file transfers during peak business hours can compromise the performance of the entire system and deny others equal access. Prior to working with large files (100 megabytes and larger), please consider the effect on all other DHMH network users. No employee or operational unit of DHMH shall operate an independent internet or intranet server, or a personal computer acting as a server, either on DHMH premises or remotely, to conduct DHMH business unless authorized in writing by the Director, IRMA.

2. USE OF PERSONAL COMPUTER EQUIPMENT

Work may not be performed away from the worksite unless all prevailing and appropriate security and confidentiality policies and laws are

strictly followed. In addition, this policy prohibits direct dial-up access to the network or simultaneous dial-up and network connections to those instances where alternatives are not available and written, pre-approval from IRMA has been granted. The exceptions are for the use of GroupWise or other approved e-mail systems.

Personal copies of legally licensed software may be used for business purposes if all of the following conditions are satisfied: 1) The State Software Policy is observed; 2) The license is transferred to DHMH; 3) The supervisor provides written approval; and, 4) The software is installed on State equipment by the authorized system administrator.

3. COPYRIGHT INFRINGEMENT

Actions to obtain, use, modify, store, or distribute proprietary and/or copyrighted software, materials, documents, or other information are to be in accord with State, federal, local, or international law or treaty. This is in accordance with DHMH 02.01.02, Policy on the Use of and Copying of Software and Prevention of Computer Software Copyright Infringement

(<http://www.dhmf.state.md.us/policies/p020102.htm>).

(NOTE: Pursuant to this policy, the Combined IRMA Policy Acknowledgement Form, that includes the State of Maryland Software Code of Ethics attestation, is attached for employee's signature.)

Employees using the internet shall respect all copyright issues regarding software, information, and attributions of authorship. Installing copyrighted software to a DHMH computer without licensing is illegal, and may make the employee liable for copyright infringement. Any employee who has unlicensed or undocumented software on DHMH equipment shall be held accountable for the consequences to the extent of applicable laws and DHMH policy.

4. VIRUS SCANNING AND PROTECTION

Internet users share in the responsibility to protect the network and their equipment from computer viruses and other hostile programs and information. The use of computer-based virus protection software is required. Log-in screen notifications and warnings are required under the Governor's Executive Order 01.01.1983.18, State Data Security Committee,

<https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>. Employees are responsible for reviewing these postings when connecting to the DHMH network and contacting IRMA if further information is required.

5. DAMAGING OR ILLEGAL ACTIVITY

Activity by any DHMH employee that could damage the Department's reputation or potentially place the employee and DHMH at risk for legal proceedings by any party is prohibited. Any actions or statements that are clearly, or could be construed to be mis-representational, fraudulent, libelous, harassing, discriminatory, racist, hate-based, lewd, sexually explicit, promoting unfair competitive practices, or otherwise disruptive communications are also prohibited. Materials that are inappropriate for the business workplace are not to be requested, viewed, transmitted (in any form, including the use of encryption schemes or use of other deceptive

methods), printed, distributed, or stored.

6. HOSTILE ACTIVITY

Actions that may reasonably be construed as hostile by another organization, institution, or individual (internal or external to DHMH) are prohibited. An example of this is attempting to gain unauthorized access to another computer system and/or information.

7. COMMUNICATION CONSTRUED AS AN OFFICIAL DHMH RESPONSE

Posting information on bulletin boards or mailing lists using the DHMH name may be construed as an official DHMH response, and are prohibited without proper authorization. Computer contact people will be required in all operational unit systems to handle e-mail requests and messages most efficiently, to provide an official response and to work with IRMA. Questions regarding official DHMH responses should be directed to your supervisor, or the DHMH Office of Public Relations.

In addition, employees may not post personal, private, or outside corporate communications of a commercial nature, solicitations, advertisements, or other commercial material using a DHMH associated account.

IV. REFERENCES

- Governor's **Executive Order 01.01.1983.18** - State Data Security Committee <https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>
- State Agency Information Security Practices, State Data Security Committee
- Annotated Code of Maryland, Article 27, Crimes and Punishment, Section 45A http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&45A and Section 146, http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&146.
- Maryland Department of Budget and Fiscal Planning Manual, #95-1, effective date: June 1, 1995, Subject: Prevention of Software Copyright Infringement.
- DHMH Policy 02.01.02** (formerly Policy DHMH 9170) -Policy On The Use Of And Copying Of Computer Software And The Prevention Of Computer Software Copyright Infringement, (<http://www.dhmh.state.md.us/policies/p020102.htm>)
- DHMH Policy 02.01.06**, Information Assurance Policy (IAP), most current version, <http://www.dhmh.state.md.us/policies/summary.htm>

V. Addenda

- DHMH Form 4518-Combined IRMA Policy Acknowledgement Form** <http://www.dhmh.state.md.us/policies/cipaf-4518.pdf>

Approved: /S/ signed copy on file **December 1, 2001**

COMBINED IRMA POLICY ACKNOWLEDGMENT FORM ADAPTED FOR TORFP CONTRACTOR USE FOR E.I.S. POLICY ONLY

This document is a combined policy acknowledgment form for DHMH computer-related policies. Following consultation with your supervisor, please read and initial the appropriate acknowledgment sections, then sign the signature block below.

Acknowledgement Section

Employee

Initials

Supervisor

Initials °

Policy Number-Statement

02.01.01 Policy on the Use of DHMH Electronic Information Systems (EIS)

I hereby acknowledge awareness of **DHMH Policy 02.01.01**, and that my use of these systems constitutes my consent to comply with this directive.

Employee/User Signature Block

I hereby acknowledge that I have reviewed and understand the above-initialed policies.

Employee/User Signature: _____ **DATE:** _____

Employee/User Identification (Please Print)

NAME: _____ **PIN # or CONTRACT#:** _____

AGENCY/COUNTY: _____ **ADMINISTRATION/UNIT:** _____

LOCATION: _____

Supervisor's Verification

Supervisor Signature: _____ **DATE:** _____